ATTACHMENT C

APPENDIX DSL
(Including Line Sharing or HFPL)

TABLE OF CONTENTS

APPENDIX DSL
Digital Subscriber Line (DSL) Capable Loops

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for providing DSL and the High Frequency Portion of the Loop (HFPL) by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC.). For CLECs that have an existing Interconnection Agreement with Pacific that contains rates, terms and conditions for DSL unless otherwise agreed to by both Parties, this Appendix shall not supersede the provisions in CLEC's existing Agreement for purposes of DSL provisioning over standalone DSL-capable UNE loops.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Ameritech Illinois, Ameritech Indiana, Ameritech Michigan, Ameritech Ohio, Ameritech Wisconsin, Nevada Bell, Pacific Bell Telephone Company, The Southern New England Telephone Company and/or Southwestern Bell Telephone Company.

1.3 As used herein, SBC-12 STATE means the above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

1.4 Southern New England Telephone (SNET) as used herein, SNET means the applicable above listed ILEC doing business in Connecticut.

1.5 The prices at which Pacific Bell Telephone Company (PACIFIC) agrees to provide CLEC with DSL and HFPL are contained in the applicable Appendix and/or the applicable Commission ordered tariff where stated.

1.6 For CLECs operating in Connecticut, SNET's unbundled DSL offering may be found in the Commission-ordered Connecticut Access Service Tariff, Section 18.2.

1.7 PACIFIC agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop and HFPL offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Appendix, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

2. DEFINITIONS

2.1 For purposes of this Appendix, a "loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.

2.2 For purposes of this Appendix, a "subloop" is defined as any portion of the loop from PACIFIC's F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in PACIFIC's outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"). Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order. Subloops discussed in this Appendix will be effective in accordance with the dates set out in the UNE Remand Order.

2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line)

2.4 "High Frequency Portion of the Loop" ("HFPL") is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions. The FCC's Third Report and Order in CC Docket No.98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the "Line Sharing Order") references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. PACIFIC shall only make the HFPL available to CLEC in those instances where PACIFIC also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user.

2.5 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.

2.6 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Appendix.

2.7 "Continuity" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF).

2.8 "Proof of Continuity" shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as "Proof of Continuity" or "Continuity Test."

2.9 A xDSL Capable Loop is a loop that a CLEC may use to deploy xDSL technologies.

2.10 "Cooperative Acceptance Testing" shall be defined as the joint testing between PACIFIC's Technician, its Local Operations Center ("LOC"), and the CLECs designated test representative for the purpose of verifying Continuity as more specifically described in Section 8.

2.11 Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services ("Plan of Record" or "POR") refers to SBC-12STATE's December 7, 1999 filing with the FCC, including any subsequent modifications or additions to such filing.

2.12 The "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.

2.13 DSLAM is a piece of equipment that splits voice (low band) and data (high band) signals carried over a twisted copper pair. The voice signal is transmitted toward a circuit switch, and the data from multiple lines is combined

in a packet or cell format and is transmitted to a packet switch, typically ATM or IP.

3. GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED xDSL-CAPABLE LOOPS

3.1 Unless otherwise noted, all references to "loop" in Sections 3.1-3.8 include PACIFIC's HFPL offering unless otherwise noted.

3.2 PACIFIC will provide a loop for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technology as defined in this Appendix. PACIFIC will not impose limitations on the transmission speeds of xDSL services; provided, however, however, PACIFIC does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, CLEC may only deploy xDSL technologies on HFPL loops that do not interfere with analog voice band transmission.

3.3 PACIFIC shall not deny CLEC's request to deploy any loop technology that is presumed acceptable for deployment unless PACIFIC has demonstrated to the state commissions in accordance with FCC orders that CLEC's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services.

3.4 In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will provide documentation describing that action to PACIFIC and the state commission before or at the time of its request to deploy such technology within PACIFIC. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services.

3.5 In the event the CLEC wishes to introduce a technology that does not conform to existing industry standards and has not been approved by an industry standards body, the FCC, or a state commission, the burden is on the CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

4. UNBUNDLED xDSL-CAPABLE LOOP OFFERINGS

4.1 DSL-Capable Loops: For each of the loop types described in sections 4.1.1– 4.1.4 below, CLEC will, at the time of ordering, notify PACIFIC as to the Power Spectrum Density (PSD) mask of the technology the CLEC will deploy.

4.1.1 2-Wire xDSL Loop: A 2-wire XDSL loop for purposes of this section, is a copper loop over which a CLEC may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional, subject to conditioning charges, and will be performed at CLEC's request. The rates set forth in Appendix PRICING shall apply to this 2-Wire xDSL Loop.

4.1.2 2-Wire Digital Loop (e.g., ISDN / IDSL): A 2-Wire Digital Loop for purposes of this Section is 160 Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The terms and conditions for the 2-Wire Digital Loop are set forth in the UNE Appendix and the rates in the associated Pricing Appendix.

4.1.3 4-Wire xDSL Loop: A 4-Wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional and will be performed at CLEC's request. The rates set forth in Appendix PRICING shall apply to this 4-Wire xDSL Loop.

4.1.4 Sub-Loop: In locations where PACIFIC has deployed: (1) Digital Loop Carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive multiple voice-grade POTS circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, PACIFIC will make the following options available to CLEC:

4.1.4.1 Where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, the CLEC has the option of requesting PACIFIC to make copper facilities available (subject to Section 4.6 below).

4.1.4.2 The CLEC has the option of collocating a DSLAM in PACIFIC's Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When the CLEC collocates its DSLAM at PACIFIC RTs, PACIFIC will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop.

4.1.4.3 Where the CLEC is unable to obtain spare copper loops necessary to provision a DSL service, and PACIFIC has placed a DSLAM in the RT, PACIFIC must unbundle and provide access to its DSLAM. PACIFIC is relieved of this requirement to unbundle its DSLAM if it permits the CLEC to collocate its DSLAM in the RT on the same terms and conditions that apply to its own DSLAM. The rates set forth in Appendix PRICING shall apply to this subloop.

4.1.4.4 When requested by CLEC, Pacific will remove DAML as a part of line conditioning when it is unable to obtain a spare copper loop necessary to provision a DSL service, it affects only one (1) end user customer and the customer agrees to such removal. CLEC will pay Pacific the rate for removal of such DAML set forth in the Pricing Appendix; provided, however, when more than one (1) end user customer is involved, the removal of DAML is not required unless all customers agree to its removal in which case the removal of such DAML is required. In the event Pacific develops an additional, nondiscriminatory policy on DAML, it will file and serve such policy in CPUC RM 93-04-003/Investigation 94-04-002 within thirty (30) days of its development.

4.1.5 When PACIFIC is the provider of the retail POTS analog voice service on the same loop to the same end-user, HFPL access will be offered on loops that meet the loop requirements as defined in Sections 4.1.1-4.1.4 above. The CLEC will provide SBC-12 STATE with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology the CLEC will deploy. If the technology does not have a PSD mask, CLEC shall provide PACIFIC with a technical description of the technology (including power mask) for inventory purposes

4.1.5.1 xDSL technologies may only reside in the higher frequency ranges, preserving a "buffer zone" to ensure the integrity of voice band traffic.

4.2 When SBC 12-State traditional retail POTS services are disconnected (as opposed to suspended), PACIFIC will notify the CLEC that the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE loop or will be disconnected at CLEC's option. Absent a request from CLEC to disconnect use of the HFPL within three (3) business days of such notification from Pacific, Pacific will automatically convert the HFPL to a full standalone UNE loop. In the event the HFPL is converted to a full standalone UNE loop, Pacific will not cause or require any interruption in service to execute the loop access status change, unless otherwise requested by the CLEC. In the event the CLEC requests the splitter be removed from the loop, which would result in a brief service outage, the CLEC shall pay for reconfiguration associated with removal of the splitter. Should the CLEC not request Pacific remove the splitter, CLEC will continue paying charges associated with the splitter as identified in the Appendix Pricing.

4.3 Pacific shall not be prevented from constructing new facilities or restricted within its deployment of any new technology or restrained from migrating customers to the new technology; provided, however, this will be done by Pacific no sooner than three (3) business days after notice to the CLEC.

4.4 Pacific shall not be required to obtain the prior written consent of the CLEC before migrating an end-user who is presently receiving CLEC's data services; provided, however, Pacific shall not decommission an old copper loop when to do so eliminates the CLEC's ability to offer, or to continue to provide, DSL service subject to the following conditions:

4.4.1 Pacific shall not be restricted from decommissioning the copper line if the existing DSL customer and/or the CLEC elects not to purchase and pay for the entire UNE copper loop.

4.4.2 If, however, the existing CLEC DSL customer and the CLEC elect to pay for the entire UNE copper loop (and thereby to continue DSL service over the existing copper line even when the customer's voice service is transported over a fiber portion of the loop), Pacific may not decommission the copper line until rates, terms and conditions for transport over fiber have been negotiated, mediated and/or arbitrated by the Parties under the Act and CPUC Resolution ALJ-178. The Parties acknowledge and agree that this limitation shall only apply on an interim basis and will automatically expire unless continued during the subsequent,

permanent phase of the California Line Sharing proceeding, CPUC RM 93-04-003 / Investigation 93-04-002.

4.5 PACIFIC shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-35, paragraph 75.

4.6 HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where PACIFIC is not the retail POTS provider. In the event that the FCC issues an order requiring Pacific to provision access to the HFPL as part of a UNE-P, Pacific shall modify its DSL Appendix or Amendment within thirty (30) days of the effective date of such Order to make such terms available to CLEC.

4.7 PACIFIC shall not be required to provide narrowband service to CLEC "A" and broadband service to CLEC "B" on the same loop. Any line sharing between two CLECs shall be accomplished between those parties and shall not utilize any PACIFIC splitters, or require modifications to Pacific's OSS systems to facilitate line sharing between such CLECs.

4.8 PACIFIC shall be under no obligation to provision xDSL capable loops in any instance where physical facilities do not exist. PACIFIC shall be under no obligation to provide HFPL where PACIFIC is not the existing retail provider of the traditional, analog voice service (POTS). This shall not apply where physical facilities exist, but conditioning is required. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL or HFPL service to be provided, and determine whether and what type of conditioning should be performed at its request at their cost.

4.9 For each loop, CLEC shall at the time of ordering notify PACIFIC as to the PSD mask of the technology the CLEC intends to deploy on the loop. If and when a change in PSD mask is made, CLEC will immediately notify PACIFIC. Likewise, PACIFIC will disclose to CLEC upon request information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. PACIFIC will use this formation for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, CLEC shall provide PACIFIC with a technical description of the

technology (including power mask) for inventory purposes. Additional information on the use of PSD masks can be found in Section 10 below.

4.10 In the event that PACIFIC rejects a request by CLEC for provisioning of advanced services, PACIFIC will disclose to the requesting CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within 48 hours of the denial.

4.11 PACIFIC will not deny a requesting CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.

4.11.1 Upon request by CLEC, PACIFIC will cooperate in the testing and deployment of new xDSL technologies or may direct the CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.

4.11.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, PACIFIC will provide a loop to support the new technology for CLEC as follows:

4.11.3 If the technology requires the use of a 2-Wire or a 4-Wire xDSL loop (as defined above), then PACIFIC will provide an xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed; provided, however, conditioning on HFPL DSL circuits shall be provided consistent with the terms of Section 6.3.4 below.

4.11.4 In the event that a xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire xDSL loop (as defined in this Attachment, the Parties make a good faith effort to arrive at an Agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the

rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Appendix.

4.11.5 With the exception of HFPL access, which is addressed in Section 9 below, if PACIFIC or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then PACIFIC or that other CLEC must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that PACIFIC or a CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of such services.

4.11.6 PACIFIC shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission or the FCC prior to use. However, PACIFIC will publish non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147. Pacific will provide CLECs with all final technical publications that address line sharing network elements.

5. HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES

5.1 Splitter ownership:

5.1.1 Option 1: CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in the CLECs collocation arrangement area (whether caged or cageless) consistent with the collocation provisions in the underlying Interconnection Agreement or application commission-ordered collocation tariff. When virtually collocated, PACIFIC will install, provision and maintain splitters under the terms of virtual

collocation. Pacific will also allow a CLEC-owned shelf to be leased to Pacific with virtual collocation.

5.1.1.1 When physically collocated, splitters will be placed in traditional collocation areas as outlined in the physical collocation terms and conditions in this Appendix or applicable Commissioned-ordered tariff. In this arrangement, the CLEC will have test access to the line side of the splitter on the terminating end of the cross connect to the collocation arrangement. It is recommended that the CLEC provision splitter cards that provide test port capabilities. When virtually collocated, PACIFIC will install the splitter in a PACIFIC bay and SBC will access the splitter on behalf of the CLEC for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties. The CLEC is not permitted direct physical access to the MDF or the IDF for testing.

5.1.1.2 Splitter provisioning will use standard SBC configuration cabling and wiring in PACIFIC locations. Connecting Block layouts will reflect standard recognizable arrangements that will work with Pacific Operational Support Systems ("OSS").

5.1.1.3 Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

5.1.1.4 All splitter equipment must be compliant with applicable national standards and NEBS Level 1.

5.1.2 Option 2: The Parties acknowledge and agree that a line-at-a-time option is feasible and desirable. Pacific voluntarily agrees to own, purchase, install, inventory, provision, maintain and lease splitters in accordance with the terms set forth herein. Pacific will provide splitter functionality that is compatible with any transmission technology that CLEC seeks to deploy. Pacific will determine where such Pacific-owned splitters will be located in each central office.

5.1.2.1 As more specifically provided in Section 9.6 below, Pacific will provide CLEC 24-hour, seven days a week nondiscriminatory test access to the entire loop. Such test access shall include but not be limited to a physical test

access point at the splitter (e.g., a "test head" or a standardized interface to a test access server) and remote test access to ILEC loop testing functionalities for purposes of loop testing, maintenance, and repair activities.

5.1.2.2 Upon CLEC's request, Pacific will perform testing at the Pacific-owned splitter on behalf of CLEC. In the event that no trouble is found at the time of testing by Pacific, CLEC shall pay Pacific for such testing at the rates set forth elsewhere in the underlying Interconnection Agreement or applicable commission-ordered tariff as also described in Section 9.4 below. Upon the request of either Party, the Parties shall meet to negotiate terms for additional test access capabilities.

5.1.2.3 SBC will agree to lease such splitters a line at a time subject to the following terms and conditions:

5.1.2.3.1 Pacific's initial deployment of splitters will be through the rating and ranking process. After the initial splitter deployment, splitters associated with cables and other equipment will be installed according to the collocation provisions in the underlying Interconnection Agreement or applicable commission-ordered tariff. Pacific shall make a good faith effort to meet actual aggregate demand for splitter capacity using standard industry forecast and capacity management practices.

5.1.2.3.2 Forecasts: CLEC will provide SBC with a forecast of its demand for each central office prior to submitting its first LSR for that individual office and then every January and July thereafter (or as otherwise agreed to by both parties). CLEC may update its forecast information more often, particularly when it learns of an error in its most recently submitted forecast. Although not a requirement, CLEC is also encouraged to provide aggregate forecasts for splitter requirements by metropolitan area.

5.1.2.3.3 CLEC's failure to submit a forecast for a given office may affect provisioning intervals. In the event CLEC fails to submit a forecast in a central office which does not have available splitter ports, SBC shall have an additional ten (10) business days to install CLEC's line sharing order after such time as the additional splitter equipment is installed in the SBC central office.

Forecasts will be non-binding on both ILECs and CLECs. As such, Pacific will not face liability from failure to provision facilities if the cause is simply its reliance on non-binding forecasts.

5.1.2.4 Splitter provisioning will use standard SBC configuration cabling and wiring in PACIFIC locations. Connecting Block layouts will reflect standard recognizable arrangements that will work with Pacific's Operational Support Systems ("OSS").

5.1.2.5 Splitter technology will adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.

5.1.2.6 All SBC-owned splitter equipment will be compliant with applicable national standards and NEBS Level 1.

5.1.2.7 From time to time, SBC may need to replace or repair SBC-owned splitters or splitter cards which necessitate a brief interruption of service. In the event that service interruption is anticipated by SBC to last more than fifteen (15) minutes, SBC shall notify CLEC.

5.1.2.8 SBC retains the sole right to select SBC-owned splitter equipment and installation vendors.

6. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKE-UP INFORMATION AND ORDERING

6.1 General: In accordance with the FCC's UNE Remand Order and the results of the Plan of Record collaborative process, CLEC will be given nondiscriminatory access, in the same manner and timeframe, to the same loop make-up information and OSS interfaces that PACIFIC is

providing any other CLEC and/or PACIFIC or its advanced services affiliate. Pacific shall make available this information in a non-discriminatory manner in parity with the data and access it gives itself and other CLECs, including corporate affiliates.

6.2 Loop Pre-Ordering

6.2.1 Loop Qualification. Subject to 6.1 above, Pacific's pre-qualification will provide a near real-time response to CLEC queries. Until replaced with OSS access as provided in 6.1, Pacific will provide mechanized access to a loop length indicator via Verigate and Datagate for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC and is available at no charge.

6.2.2 Loop Pre-Ordering. Subject to 6.1 above, PACIFIC's pre-ordering will provide a near-real time response to CLEC queries. PACIFIC will provide mechanized access to actual loop make-up information, where this information is contained in Pacific's electronic databases, via Verigate, DataGate, EDI and CORBA for use with xDSL-based, HFPL, or other advanced services. Where actual loop make-up information is not available, PACIFIC will provide designed loop provisioning information via Verigate, DataGate, EDI and CORBA. Loop make-up information includes, but is not limited to, information listed in 6.4. Loop pre-qualification is optional and available at no charge. However, loop qualification is not optional for loops over 12,000 feet. Appropriate charges, if any, for loop make-up information is set forth in the Appendix Pricing.

6.2.2.1 If a CLEC elects to have PACIFIC provide loop make-up data through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to PACIFIC's affiliate, whichever is less.

6.2.2.2 PACIFIC shall provide loop provisioning information based on e.g., the individual telephone number or address of an end-user in a particular wire center or NXX code.

6.3 Loop Ordering: Subject to 6.1 above, PACIFIC will develop and deploy enhancements to its OSS interfaces that will allow CLECs, contemporaneous with PACIFIC's retail operations or its advance service affiliate, to have near real-time electronic access to preordering, ordering and provisioning functions

6.3.1 For loops ordered under 12,000 feet in length, PACIFIC will provide a process that does not require loop qualification. If load coils, repeaters or excessive bridged tap are present on a loop under 12,000 feet in length, conditioning to remove these elements will be performed at no charge.

6.4 Electronic access to loop make-up through OSS enhancements described in 6.1 and 6.3 above will return information in all fields described in the Plan of Record where information is contained in PACIFIC's electronic databases. If manual loop qualification is requested, loop makeup data should include the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps, load coils, and repeaters; (e) the presence of pair gain devices, DLC and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. If a detailed manual loop provisioning data qualification is requested, loop make-up data should include all of the fields described in the Plan of Record including those described above for manual loop qualification.

6.4.1 Loop provisioning information returned electronically will include, but is not limited to the following fields when the information is contained in mechanized system and at parity with PACIFIC, CLECs, and all corporate affiliates:

6.4.1.1 the actual loop length;

6.4.1.2 the composition of the available loop material (including without limitation fiber optics and copper);

6.4.1.3 the length by gauge; and

6.4.1.4 the presence of repeaters, load coils, or bridged taps; and shall include, if noted on the individual loop record

6.4.1.5 the total length of bridged taps, load coils, and repeaters

6.4.1.6 the presence of pair gain devices, DLC, and / or DAML, and

6.4.1.7 the presence of disturbers in the same and / or adjacent binder groups.

6.4.1.8 Availability of spare facilities;

6.4.1.9 All other fields listed in SBC's Plan of Record**.**

6.4.2. If manual loop qualification is requested for loop makeup information not contained in Pacific's electronic database, loop makeup data should include the following:

6.4.2.1 the actual loop length;

6.4.2.2 the composition of the available loop material (including without limitation fiber optics and copper);

6.4.2.3 the length by gauge; and

6.4.2.4 the presence of repeaters, load coils, or bridged taps; and shall include, if noted on the individual loop record:

6.4.2.5 the total length of bridged taps, load coils and repeaters;

6.4.2.6 the presence of pair gain devices, DLC and / or DAML, and

6.4.2.7 the presence of disturbers in the same and / or adjacent binder groups.

6.4.3 If a detailed manual loop qualification is requested for loop make-up information not contained in PACIFIC's electronic databases, loop make-up should include all of the fields described in the Plan of Record including those described above for manual loop qualification.

6.5 Pacific will make available to CLEC all OSS data during the HFPL pre-order and ordering processes that is contained in LFACS, FACS, TIRKS, APTOS, IFGS, DSTS and other relevant systems, including relevant back office systems, with the exception of ASOS. If data not listed above is contained in LFACS, FACS, TIRKS, APTOS, IFGS, or DSTS or other relevant systems, including relevant back office systems PACIFIC shall make that data available in a non-discriminatory manner in parity with the data and access it gives, itself or all other CLECs, including its advanced services affiliate. PACIFIC is not required to implement any electronic interfaces that do not currently exist. As any new electronic interfaces become available, PACIFIC will provide access as soon as possible in a non-discriminatory manner in parity with the access provided to all other CLECs, including its advanced services affiliate.

7. PROVISIONING

7.1 Provisioning: PACIFIC will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will assure guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by PACIFIC beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates. On loops where CLECs have requested that no conditioning be performed, PACIFIC's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, PACIFIC will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops under 12,000 feet, PACIFIC will remove load coils, repeaters, and excessive bridged tap at no charge to CLEC. Pacific will perform the work required for provisioning "line and station transfer" (LST) in the same provisioning intervals as set forth in Section 7.3. Pacific will provision service for all CLECs in parity with similar retail services and its advanced services affiliate.

7.2 CLEC shall designate, at the CLEC's sole option, what loop conditioning PACIFIC is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth in the Appendix PRICING. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance.

7.2.1 If the results of the loop qualification indicate that conditioning is available, CLEC may request that PACIFIC perform conditioning at charges set forth in Appendix PRICING. The CLEC may order the loop without conditioning or with partial conditioning if desired.

7.2.2 For HFPL, if CLEC's requested conditioning will degrade the customer's analog voice service, PACIFIC is not required to condition the loop. However, should PACIFIC refuse the CLEC's request to condition a loop, PACIFIC will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

7.3 The provisioning intervals are applicable to every xDSL loop and HFPL regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.

7.3.1 The provisioning and installation interval for xDSL-capable loops and HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop or HFPL), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the actual provisioning and installation intervals of PACIFIC's xDSL-based services, or its affiliate's, whichever is less.

7.3.2 The provisioning and installation intervals for xDSL-capable loops and HFPL where conditioning is requested or outside plant rearrangements (excluding line and station transfers which do not require conditioning) are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to PACIFIC's tariffed xDSL-based services or its

affiliate's xDSL-based services where conditioning is required, whichever is less. For HFPL orders, intervals are contingent upon CLEC's end user customer release during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.

7.3.3 Orders for more than 20 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. For HFPL orders, intervals are contingent upon end user release during normal working hours. In the event the CLEC's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.

7.3.4 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance.

7.3.5 Subsequent to the initial order for a xDSL capable loop, subloop, or HFPL additional conditioning may be requested on such loop(s) at the rates set forth in the Appendix PRICING and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL capable loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

7.4 The CLEC, at is sole option, may request shielded cross-connects for central office wiring for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable Loop or HFPL provided for herein at the rates set forth in the Appendix PRICING.

8. LOOP ACCEPTANCE

8.1 Pacific shall not consider installation of a HFPL to be complete until CLEC has affirmatively accepted such HFPL. Pacific shall test the HFPL for copper continuity and for pair balance prior to completing the

installation. Once Pacific completes such testing and obtains passing results, Pacific shall inform CLEC that the installation has been completed. At this point, CLEC shall either accept the line without conducting its own testing, or shall conduct its own test of the HFPL. If CLEC conducts its own testing on or before the CLEC-requested due date and the results demonstrate that the HFPL is capable of being used to provide xDSL services, CLEC shall accept the HFPL from Pacific. If CLEC conducts its own testing and the results demonstrate that the HFPL is incapable of being used to provide xDSL services, CLEC may refuse to accept the line. CLEC and PACIFIC shall coordinate trouble shooting efforts in order to complete the provisioning and installation process pursuant to the intervals set forth in Section 7.3. If the Parties mutually agree that the trouble is not related to Pacific's provisioning of the HFPL, CLEC will accept the HFPL and all charges associated with provisioning such HFPL. Until ILEC cures the problem(s) with the HFPL (or until ILEC and CLEC collectively agree that the problem(s) lies with the CLEC's equipment or facilities, including any customer premises equipment), the installation will be deemed by the Parties to be an incomplete, failed installation.

9. MAINTENANCE /SERVICE ASSURANCE

9.1 If requested by either Party, the parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.

9.2 Narrowband / voice service: If the narrowband, or voice, portion of the loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, PACIFIC shall repair the narrowband portion of the loop without disturbing the broadband portion of the loop. Pacific and CLEC agree to coordinate in good faith any splitter testing, repair and maintenance that will significantly impact the service provided by the other party. In no event will Pacific perform any splitter testing, repair or maintenance that interrupts the flow of data to a CLEC end user customer without first attempting to coordinate with CLEC to reach a mutually acceptable time for the necessary testing, repair or maintenance work to occur; provided, however, if after attempts at reasonable coordination have been made by Pacific without resolution, Pacific may restore voice without the CLEC's approval.

9.3 If PACIFIC isolates a trouble (causing significant degradation or out of service condition to the POTS service) to the HFPL caused by the CLEC data equipment or CLEC-owned splitter, PACIFIC will attempt to notify the CLEC and request a trouble ticket and committed restoration time for clearing the reported trouble (no longer than 24 hours at parity with its retail service. The CLEC will allow the end user the option of restoring the POTs service if the end user is not satisfied with the repair interval provided by the CLEC. If the end user chooses to have the POTS service restored until such time as the HFPL problem can be corrected and notifies either CLEC or PACIFIC (or if the CLEC has failed to restore service within 24 hours), either Party will notify the other and PACIFIC will "cutaround" the POTS Splitter / DSLAM equipment to restore POTS. When the CLEC resolves the trouble condition in its equipment, the CLEC will contact PACIFIC to restore the HFPL portion of the loop. In the event the trouble is identified and corrected in the CLEC equipment, PACIFIC will charge the CLEC upon closing the trouble ticket.

9.4 Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis at the rates set forth in the underlying Interconnection Agreement or applicable commission-ordered tariff. On loops where CLEC has requested recommended conditioning not be performed, PACIFIC's maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC's request, PACIFIC will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design. For loops under 12,000 feet, maintenance will be provided by PACIFIC at no charge to CLEC.

9.5 HFPL

9.5.1 SBC-12STATE will offer a 24-hour clearing time on trouble reports referred by the CLEC and proven to be in the wiring or physically tested and found to be in the loop. If SBC-12STATE isolates a trouble (causing significant degradation or out of service condition to the POTS service) to the HFPL caused by the CLEC data equipment or splitter, SBC-12STATE will attempt to notify the CLEC and request a trouble ticket and committed restoration time for clearing the reported trouble (no longer than 24 hours). The CLEC will allow the end user the option of restoring the POTs service if the end user is not satisfied with the repair interval

provided by the CLEC. If the end user chooses to have the POTS service restored until such time as the HFPL problem can be corrected and notifies either CLEC or SBC-12STATE (or if the CLEC has failed to restore service within 24 hours), either Party will notify the other and provide contact names prior to SBC-12STATE cutting around the POTS Splitter / DSLAM equipment to restore POTS. When the CLEC resolves the trouble condition in its equipment, the CLEC will contact SBC-12STATE to restore the HFPL portion of the loop. In the event the trouble is identified and corrected in the CLEC equipment, SBC-12STATE will charge the CLEC upon closing the trouble ticket.

9.6 Splitter

9.6.1 Pacific is responsible for all testing, repair and maintenance of facilities and equipment on its side of the splitter and CLEC is responsible for all testing, repair and maintenance of facilities and equipment on its side of the splitter.

9.6.2 Coordination between Pacific and CLEC. Pacific and CLEC agree to coordinate in good faith any splitter testing, repair and maintenance that will significantly impact the service provided by the other party. In no event will Pacific perform any splitter testing, repair or maintenance that interrupts the flow of data to a CLEC end user customer without first coordinating with CLEC to reach a mutually acceptable time for the necessary testing, repair or maintenance work to occur. As a last resort, PACIFIC should restore voice service without CLEC's approval.

9.6.3 Procedures and Access

9.6.3.1 ILEC-Owned Splitter

9.6.3.1.1 When Pacific owns the splitter and has not placed such splitter in a common area with CLEC access, Pacific shall conduct any necessary repair work within 24 hours, or work with CLEC to allow CLEC access, at CLEC's option.

9.6.3.1.2 When Pacific owns the splitter and provides CLEC with access to the splitter, Pacific will permit CLEC to perform testing , and will provide CLEC

with access to the splitter twenty-four hours a day, seven days a week .

9.6.3.2. CLEC-Owned Splitter.

9.6.3.2.1 When the CLEC owns the splitter, CLEC is responsible for performing maintenance, repair and testing on the splitter.

9.6.4 est Head

9.6.4.1 CLEC shall have physical and / or remote test access to the test head (e.g. physical loop test access point at the splitter) twenty-four hours a day, seven days a week.

9.7 The CLEC shall not rearrange or modify the retail-POTS within its equipment in any way beyond the original HFPL service.

10. SPECTRUM MANAGEMENT

10.1 CLEC will advise PACIFIC of the PSD mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. The CLEC, at its option, may provide any service complaint with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, CLEC will notify PACIFIC as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify PACIFIC. CLEC will abide by standards pertinent for the designated PSD mask type.

10.2 PACIFIC agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. PACIFIC may not segregate xDSL technologies into designated binder groups without Commission review and approval, or approved industry standard. PACIFIC shall not deny CLEC a loop based upon spectrum management issues, subject to 10.3 below. In all cases, PACIFIC will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by PACIFIC, as well as competitively neutral as between different xDSL services. Where disputes arise, PACIFIC and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, PACIFIC will, upon request from a CLEC, disclose within 3-5 business days

information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant.

10.3 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Appendix, PACIFIC and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.

10.4 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, then PACIFIC and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

11. RESERVATION OF RIGHTS

11.1 The Parties acknowledge and agree that the provision of these DSL-Capable Loops and the associated rates, terms and conditions set forth above are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission orders (whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 (rel. August 7,1998), in CC Docket No. 98-147, the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 (rel. March 31, 1999), in CC Docket 98-147, the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"), or the FCC's 99-355 Third Report and Order in CC Docket No. 98-147 and Fourth Report and

Order in CC Docket No. 96-98 (rel. December 9, 1999), or any other proceeding, including the orders by the CPUC in the Interim Arbitration, Line Sharing Phase, of the California Commission's OANAD proceeding (CPUC RM 93-04-003/Investigation 93-04-002), the Parties shall negotiate in good faith to arrive at an agreement on conforming modifications to this Appendix. Parties agree and acknowledge that subsequent final outcomes from the industry collaborative on line sharing in SBC 13-State will be incorporated in this Appendix and Parties will negotiate in good faith to arrive at an agreement on conforming modifications. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in this Agreement.

11.2 CLEC and PACIFIC enter into this interim Appendix to allow CLEC to order HFPL during the initial deployment phase. CLEC PACIFIC enter into this interim Appendix without waiving current or future relevant legal rights and without prejudicing any position CLEC or PACIFIC may take on relevant issues before industry forums and collaboratives, state or federal regulatory or legislative bodies or courts of competent jurisdiction.

11.3 The Parties acknowledge and agree that the FCC's Line Sharing Order does not require line sharing over a local loop that includes fiber; provided, however, in the event the FCC orders line sharing or transport over fiber before the final part of the line sharing phase of CPUC RM 93-04-003/Investigation 93-04-002, Pacific will amend its DSL Appendix to provide for line sharing or transport over fiber consistent with such Order within thirty (30) days of its effective date to make such terms available to CLEC. In addition, within thirty (30) days of the first day that Pacific carries DSL service over the fiber portion of the local loop for any of its own customers (or any customer of a corporate affiliate), Pacific will amend its DSL Appendix or Amendment to provide for the transport of CLEC's DSL traffic under the same terms, conditions and prices (which pricing shall be subject to true-up during the final part of the line sharing phase of CPUC RM 93-04-003/Investigation 93-04-002), as provided by Pacific to itself or its corporate affiliate and allows CLEC to order such functionality.

PACIFIC BELL
UNBUNDLED HIGH FREQUENCY PORTION OF THE LOOP (HFPL) PRICES

HFPL PRICING APPENDIX

Line Sharing
HFPL Non-Recurring Prices

HFPL - CLEC Owned Splitter

	##SERVICE ORDER				$$CHANNEL CONNECT	
	A	B	C	D	E	F
	NEW	DISCONNECT	CHANGE	RECORD	NEW	DISCONNECT
*Crossconnects, per line - Initial (MANUAL / FAX)	$28.77	$24.47	$26.13	$23.71	$16.38	$15.40
*Crossconnects, per line - Initial (CESAR / LEX)	$14.97	$10.52	$12.17	$9.79	$16.38	$15.40
*Crossconnects, per line - Initial (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$16.38	$15.40
*Crossconnects, per line - Additional (MANUAL / FAX)	$1.62	$0.93	$1.01	$0.00	$11.85	$8.73
*Crossconnects, per line - Additional (CESAR / LEX)	$1.62	$0.93	$1.01	$0.00	$11.85	$8.73
*Crossconnects, per line - Additional (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$11.85	$8.73

Both initial and additional manual/FAX and CESAR/LEX NRCs have been reduced by 50% per the Draft Arbitrator's Ruling and is subject to true up.

$$DAR, Issue 27

HFPL - PB Owned Splitter

	##SERVICE ORDER				$$CHANNEL CONNECT	
	A	B	C	D	E	F
	NEW	DISCONNECT	CHANGE	RECORD	NEW	DISCONNECT
					P*B	P*B
*Crossconnects, per line - Initial (MANUAL / FAX)	$28.77	$24.47	$26.13	$23.71	$19.99	$16.57
*Crossconnects, per line - Initial (CESAR / LEX)	$14.97	$10.52	$12.17	$9.79	$19.99	$16.57
*Crossconnects, per line - Initial (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$19.99	$16.57
*Crossconnects, per line - Additional (MANUAL / FAX)	$1.62	$0.93	$1.01	$0.00	$15.00	$9.79
*Crossconnects, per line - Additional (CESAR / LEX)	$1.62	$0.93	$1.01	$0.00	$15.00	$9.79
*Crossconnects, per line - Additional (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$15.00	$9.79

PACIFIC BELL
UNBUNDLED HIGH FREQUENCY PORTION OF THE LOOP (HFPL) PRICES

***Loop Qualification (Mechanized)**	$0.00
*** HFPL Conditioning Options**	
Removal of Repeater Option	$18.55
Removal Bridged Taps and Repeaters	$18.55
Removal of Bridged Taps	$18.55
Removal of Taps and Load Coils	$18.55
Removal of Load Coil Option	$18.55
Removal of DAML	$18.55
Conditioning of LINKS over 17.5 kft Option	$18.55

*Interim, subject to true up based on the outcome of OANAD Proceeding

*For loops over 12,000 feet in length

Both initial and additional manual/FAX and CESAR/LEX NRCs have been reduced by 50% per the Draft Arbitrator's Ruling and is subject to true up.

$$ DAR, Issue 27

HFPL PRICING APPENDIX

Line Sharing
HFPL Recurring Prices

RATE ELEMENT	MRC
*HFPL Loop	$5.85
*EISCCs (CLEC owned Splitter)	$0.88
*EISCCs (Pacific owned Splitter)	$1.76
*HFPL OSS Charge	$0.61
*Splitter - Line at a time	$1.66

*Interim, subject to true up based on the outcome of OANAD Proceeding

(END OF ATTACHMENT C)